

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS**

ANTHONY MARTINEZ

V.

**PRAIRIE DOG TREATS, LLC,
PGT HOLDINGS OF TEXAS, LLC
AND IRA GOLDFARB, INDIVIDUALLY**

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Civil Action No. 3:14-cv-02328-L

DEFENDANTS' ANSWER TO COMPLAINT

Comes now Defendants, Prairie Dog Treats, LLC, PGT Holdings of Texas, LLC and Ira Goldfarb, Individually and file this Answer to the Complaint:

I. PRELIMINARY STATEMENT

- 1.1. Admit.
- 1.2. No answer required for 1.2
- 1.3. Defendants deny the allegations contained in paragraph 1.3.
- 1.4. No answer required for 1.4

II. JURISDICTION AND VENUE

- 2.1. No answer required for 2.1
- 2.2. Deny to the extent that PGT Holdings of Texas, LLC and Ira Goldfarb entered relationships with the Plaintiff. Defendants Admit the remaining allegations in paragraph 2.2.
- 2.3. Admit.

III. PARTIES

- 3.1. No answer required for 3.1
- 3.2. Admit.
- 3.3. Admit.

3.4. Deny to the extent that Defendant Goldfarb was in control of the terms and conditions of Plaintiff's work. Defendants admit the remaining allegations contained in paragraph 3.4.

IV. FLSA COVERAGE

4.1. No answer required for 4.1.

4.2. Admit.

4.3. Deny to the extent that PGT Holdings of Texas, LLC and Ira Goldfarb have been, or continue be employers of Plaintiff. Defendants Admit the remaining allegations in paragraph 4.3.

4.4. Deny to the extent that PGT Holdings of Texas, LLC and Ira Goldfarb have been, or continue be employers of Plaintiff or employed Plaintiff. Defendants Admit the remaining allegations in paragraph 4.3.

4.5. Admit.

4.6. Admit.

4.7. Admit.

4.8. Admit.

V. FACTUAL ALLEGATIONS

5.1. Defendants admit that Prairie Dog Treats, LLC produces pet treats and chew toys. Defendants deny the remaining allegations in paragraph 5.1.

5.2. Admit.

5.3. Deny to the extent that Defendant Goldfarb was in control of the terms and conditions of Plaintiff's work. Defendants admit the remaining allegations contained in paragraph 5.3.

5.4. Deny to the extent that PGT Holdings of Texas, LLC and Ira Goldfarb have been, or continue be employers of Plaintiff and as such, they did not have the power to hire, fire, and discipline. Defendants Admit the remaining allegations in paragraph 5.4.

5.5. Admit to the extent that Defendant was employed by Prairie Dog Treats, LLC. Defendants deny the remaining allegations in paragraph 5.5.

5.6. Admit to the extent that Defendant was employed by Prairie Dog Treats, LLC. Defendants deny the remaining allegations in paragraph 5.6.

5.7. Deny.

5.8. Deny.

5.9. Deny.

5.10. Deny.

5.11. Deny.

5.12. Deny.

5.13. Deny.

5.14. Deny.

VI. CAUSE OF ACTION: VIOLATION OF THE FLSA

6.1. No answer required for 6.1

6.2. Deny.

6.3. Deny.

6.4. Deny.

6.5. Deny.

6.6. Deny.

6.7. Deny.

6.8. No answer required for 4.1

Respectfully submitted,

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By: //s//
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ATTORNEYS FOR DEFENDANTS

Certificate of Conference

I hereby certify that I conferred with Douglas Welmaker counsel for Plaintiff, and was advised that the Plaintiff is in agreement with the extension requested herein.

_____/s/_____
W. Randall Ackerman

Certificate of Service

On September 18, 2014, the foregoing document was electronically filed with the Clerk and served on the persons listed below through the Court's ECF system.

Douglas Welmaker
1800 Guadalupe Street
Austin, Texas 78701

And all parties requesting notice by ECF on file in this proceeding:

_____/s/_____
W. Randall Ackerman